

# TELECOMMUTING AGREEMENT

For use of this form, see USAARMC Policy Memo 7-00, 17 Apr 00, subj: Telecommuting Program

EMPLOYEE NAME:

POSITION:

ORGANIZATION:

1. Agreement. Employee voluntarily agrees to work at the approved alternate workplace indicated below and agrees to follow all applicable policies and procedures. Employee recognizes that such an arrangement is not an employee entitlement but an additional method the agency may approve to accomplish work.

2. Official Duty Location/Work Site. The employee's Fort Knox work location remains the official duty station. The approved telecommuting work site is:

3. Salary and Benefits. A telecommuting arrangement is not a basis for changing the employee's salary or benefits. Salary, leave, reduction-in-force retention and travel entitlements are based on the official duty station.

4. Official Duties. Unless otherwise instructed, the employee agrees to perform official duties only at the official duty station or approved telecommuting location. The employee agrees not to conduct personal business while in official duty status at the telecommuting location, e.g., caring for dependents or making home repairs.

5. Work Schedule and Tour of Duty. Employee's official tour of duty will be: (specify days, hours and location, i.e., the regular office or the telecommuting location).

6. Leave. Employee will follow established procedures for obtaining approval of leave.

7. Overtime. The employee agrees to work overtime only when ordered or approved in advance by the supervisor and understands that overtime work without such approval will not be compensated.

8. Time and Attendance. The employee will complete FK Form 5044a-R-E (Certification of Time and Attendance) and provide to the supervisor. The supervisor will certify the time and attendance for hours worked at the official duty station and telecommuting location.

9. Security and Equipment. Employee agrees to protect any government-owned equipment and to use the equipment only for officially sanctioned purposes. The agency may install, service, and maintain any government-owned equipment issued. The employee agrees to install, service, and maintain any personal equipment used.

10. Office Supplies and Telephones. The organization agrees to provide the employee with necessary office supplies. The employee is responsible for payment of costs incurred for installation of telephone lines, any long-distance telephone calls or internet access charges resulting from telecommuting.

11. Liability. The employee understands that the government will not be liable for damages to an employee's personal or real property while the employee is working at the telecommuting location except to the extent the government is held liable by the Federal Tort Claims Act or the Military Personnel and Civilian Employees Claims Act.

## DATA REQUIRED BY THE PRIVACY ACT OF 1974

**AUTHORITY:** Title 6, General Accounting Office Policy and Procedures Manual for Guidance of Federal Agencies, and E.O. 9397.

**PURPOSE:** To document a telecommuting agreement.

**ROUTINE USE:** Used by supervisor and CPAC as a reference for approved agreements. Information may be disclosed to governmental agencies in conduct of official business.

**DISCLOSURE:** Voluntary. Failure to provide information may result in employee not receiving approval for telecommuting agreement.

12. Work Area. The employee agrees to provide a work area adequate for performance of official duties. The FK Form 5044b-R-E (Telecommuting Program Safety Certification) will be signed by the employee and become part of this agreement. The employee agrees to permit the Government to inspect the telecommuting location during the employee's normal working hours to ensure proper maintenance of government-owned property and conformance with safety standards.

13. Telecommuting Workplace Costs. The employee understands the government will not be responsible for any operating costs that are associated with the employee using his or her home as an alternate work site, e.g., home maintenance, insurance, or utilities. The employee does not relinquish any entitlement to reimbursement for authorized expenses (except as stipulated herein) incurred while conducting business for the government, as provided for by statute and regulations.

14. Injury Compensation. The employee understands the Federal Employee's Compensation Act applies if injured in the course of actually performing official duties at the official duty station or telecommuting location. The employee agrees to notify the supervisor immediately of any accident or injury that occurs at the telecommuting location and to complete required forms. The supervisor agrees to immediately investigate the notice of injury.

15. Work Assignments/Performance. Employee agrees to complete all assigned work according to procedures and work objectives set by the supervisor. The employee will provide regular reports to assist the supervisor in rating performance. A decline in performance may be grounds for canceling this agreement.

16. Disclosure of Government Records/Information. Employee agrees to protect government/agency records from unauthorized disclosure or damage and will comply with requirements of the Privacy Act of 1974, 5 U.S.C. 552a.

17. Standards of Conduct. Employee agrees that the agency standards of conduct also apply while working at the telecommuting location.

18. Disciplinary/Adverse Action. Nothing in this agreement will be interpreted in a manner to preclude the taking of any appropriate disciplinary or adverse action against the employee who fails to comply with the provisions of this agreement.

19. Cancellation. After appropriate notice to the supervisor, the employee may cancel this agreement and return to work at the official duty station. After appropriate notice to the employee, the supervisor may cancel this agreement and instruct the employee to return to work on their previous work schedule at the official duty location.

20. Related Documents. Attached are other applicable documents such as work expectations and time periods for routine reporting back to the official duty station.

21. Unless rescinded sooner, this agreement is effective during the period \_\_\_\_\_.

EMPLOYEE'S SIGNATURE:	DATE:
SUPERVISOR'S SIGNATURE:	DATE:
Recommend: <input type="checkbox"/> Approval <input type="checkbox"/> Disapproval	
ACTIVITY COMMANDER/DIRECTOR'S SIGNATURE:	DATE:
<input type="checkbox"/> Approved <input type="checkbox"/> Disapproved	
CHIEF OF STAFF/MEDDAC/DENTAC COMMANDER'S SIGNATURE:	DATE:
<input type="checkbox"/> Approved <input type="checkbox"/> Disapproved	